

REMARKS

This is a full and timely response to the outstanding non-final Office Action mailed August 19, 2008. Reconsideration and allowance of the application and pending claims are respectfully requested.

Claim Rejections - 35 U.S.C. § 103(a)

As has been acknowledged by the Court of Appeals for the Federal Circuit, the U.S. Patent and Trademark Office ("USPTO") has the burden 35 U.S.C. § 103 to establish obviousness by showing objective teachings in the prior art or generally available knowledge of one of ordinary skill in the art that would lead that individual to the claimed invention. *In re Fine*, 837 F.2d 1071, 1074, 5 U.S.P.Q. 2d 1596, 1598 (Fed. Cir. 1988). The key to supporting an allegation of obviousness under 35 U.S.C. § 103 is the clear articulation of the reasons why the Examiner believes that claimed invention would have been obvious. See MPEP § 2141. As stated by the Supreme Court, "[r]ejections on obviousness cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness." *KSR v. Teleflex*, 550 U.S. at ___, 82 USPQ2d at 1396 (quoting *In re Kahn*, 441 F.3d 977, 988, 78 USPQ2d 1329, 1336 (Fed. Cir. 2006)).

Applicant respectfully submits that the Examiner has not established with clearly articulated reasons that Applicant's claims are obvious in view of the prior art. Applicant discusses those claims in the following.

A. Rejection of Claims 1, 2, 4-16, and 18-28

Claims 1, 2, 4-16, and 18-28 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Laverty, et al.* ("Laverty," U.S. Pat. No. 6,429,947) in view of *Schorr, et al.* ("Schorr," U.S. Pat. No. 6,608,697). Applicant respectfully traverses.

1. The Laverty Reference

Laverty discloses an online printing system. *Laverty*, Abstract. As described by Laverty, a customer visits a web site hosted by the printing system and selects a particular product to order. *Laverty*, column 10, lines 64-65. In the example described by Laverty, the product is business cards. *Laverty*, column 10, lines 21-23. In the business card example, the web site responds with a preconfigured order form for business cards, and the customer enters the data he or she wishes to appear in his or her business cards. *Laverty*, column 10, line 65 to column 11, line 1. The web site receives the business card data input by the customer and then transmits that data to the printing system, which then generates a Print Ready File (PRF). *Laverty*, column 11, lines 1-3, which can comprise a PostScript file.

The user can request to see a preview of his or her business cards before they are printed. *Laverty*, column 12, lines 31-32. To do this, the printing system uses the PRF to create a preview layout in the form of a Portable Document Format (PDF) file, which can then be displayed to the customer. *Laverty*, column 11, lines 4-10. The customer may then review the PDF preview and, if desired, change his or her data as it appears on the business card, and then be presented with an updated preview. *Laverty*, column 11, lines 16-20. Once the customer is satisfied, the customer saves the order. *Laverty*, column

11, lines 20-21. At that time, order data (quantity, shipping address, etc.) are stored in a back-end database, and the PRF is separately stored on a server. *Lavery*, column 11, lines 21-24.

2. The Schorr Reference

Schorr discloses a preflight system 101 that can be accessed by independent print vendors 117 and print buyers 119 alike. *Schorr*, column 4, lines 1-7; Figure 1. As described by Schorr, the preflight system 101 includes an interface 105 through which the vendors 117 and buyers 119 can access the system over the Internet. *Schorr*, column 4, lines 29-33.

The preflight system 101 comprises various modules 107, 109 that can be downloaded to the buyers 119. *Schorr*, column 4, lines 33-37. One such module is an "inspector module 109A" that scans through designated files of the buyer 119 and then transmits identified "document elements" to an analyzer 111 of the preflight system 101. *Schorr*, column 6, lines 17-22. The analyzer 111, which is *not* downloaded to the buyer 119, compares the documents transmitted by the inspector module 109A and identifies errors in the documents. *Schorr*, column 7, lines 57-67. When an error is found, the analyzer 111 obtains an error message that can be provided to the print vendor 117 who will perform the printing. *Schorr*, column 7, lines 63 to column 8, line 12.

3. Applicant's Claims

Applicant's independent claim 1 provides as follows:

1. A method of managing workflow in a commercial printing environment including a designer location and a print service provider location, said method comprising:

creating a press ready file at the designer location using updated device configuration information from the print service provider location, said press ready file including a print job to be printed at the print service provider location and a job ticket that specifies production devices of the print service provider location to be used to process said print job and processing instructions for the print service provider location;

an automated preflight module performing an automated preflight check of said press ready file at the designer location, said automated preflight check comprising said automated preflight module automatically reviewing characteristics of said print job and said job ticket and comparing them to characteristics of the selected production devices of the print service provider location and automatically identifying any errors;

said automated preflight module further automatically correcting errors identified in said print job or said job ticket at the designer location;

sending said press ready file from the designer location to the print service provider location via an electronic network; and

performing at least one of automated printing, finishing, packaging and shipping at the print service provider location.

In the Office Action the Examiner alleged that Lavery discloses each of the limitations of claim 1 except for the recited automated preflight module. Although Applicant agrees that Lavery fails to disclose or suggest an automated preflight module,

Applicant disagrees that Lavery discloses the other limitations of claim 1. Applicant discusses some of those limitations below.

(a) Application of Lavery

As a first matter, Lavery does not in fact disclose creating a press ready file “at the designer location”. As described above, Lavery instead describes using a website to present a customer with a preconfigured order form with which the customer can specify various data he or she wishes to appear in the printed product (e.g., business cards), and the website then transmitting that data to a printing system that generates a Print Ready File (PRF). Therefore, no “press ready file” is created at the designer location, i.e., the customer’s location. Even assuming that Lavery’s PRF comprises a “press ready file”, that file is clearly created at the printing system, i.e., the print service provider location. Regarding column 13, lines 53-67 of the Lavery reference, which were cited and relied upon by the Examiner, nothing within that portion of Lavery’s disclosure indicates that the PRF or other “press ready file” is created at a designer’s location.

Lavery further does not actually disclose creating the PRF “using updated device configuration information from the print service provider location”. Indeed, Lavery does not even appear to discuss the devices used to process print jobs or their configurations. In regard to column 13, lines 53-67 of the Lavery reference, which were cited and relied upon by the Examiner, although Lavery mentions “manufacturing information” and “work-in-progress information,” Lavery does not indicate that either type of information pertains to the configuration of any device.

As a further matter, Lavery does not actually disclose a press ready file that includes a print job to be printed "and a job ticket that specifies production devices of the print service provider location to be used to process said print job". In fact, Lavery does not discuss job tickets anywhere in his disclosure. Although Lavery describes "order data" specified by the customer, such as the quantity to be printed, Lavery indicates that that data is stored separate from Lavery's Print Ready File (PRF), which the Examiner appears to treat as the claimed "press ready file". Regarding column 10, lines 50-51 of the Lavery reference, which were cited and relied upon by the Examiner, nothing within that portion of Lavery's disclosure provides any indication whatsoever that the PRF includes a job ticket.

As an additional matter, Lavery does not in fact disclose sending a press ready file "from the designer location to the print service provider location via an electronic network". As noted above, Lavery's Print Ready File (PRF) is created by the print service provider and not the designer. It logically follows that the designer location does not send the PRF to the print service provider location.

(b) Application of Schorr

As mentioned above, the Examiner admitted that Lavery does not disclose or suggest Applicant's claimed "automated preflight module". To address that shortcoming of the Lavery disclosure, the Examiner cited the Schorr reference, which is alleged to disclose an automated preflight module. Applicant disagrees for reasons described below.

Schorr does not in fact disclose an automated preflight module that performs an automated preflight check of a press ready file "at the designer location" and that operates by "automatically reviewing characteristics of said print job and said job ticket and comparing them to characteristics of the selected production devices of the print service provider location and automatically identifying any errors". Instead, as indicated above, Schorr's preflight system 101, which is entirely separate from Schorr's print buyers 119 (i.e., designers), comprises an "analyzer 111" that compares documents with elements in a printer profile. The analyzer 111 is part of the independent preflight system 101 and not the print buyer 119. Moreover, the analyzer 111 is not a module that is transmitted to the print buyer 119. Instead, the analyzer 111 operates on a server separate and independent of the print buyer 119. *See Schorr*, column 3, lines 53-58.

Furthermore, Schorr does not actually disclose an automated preflight module that operates by "automatically correcting errors identified in said print job or said job ticket at the designer location". As described above, Schorr's analyzer 111 detects errors and notifies print vendors 117 of the errors. Nowhere, however, does Schorr state that the analyzer 111 automatically corrects any of those errors. Regarding the Schorr's mention of the preflight system 101 passing "error free print files" to the print vendor, such a disclosure is not a disclosure of automatically correcting any errors. Instead, Schorr is stating that, if there are no errors, an error-free print file is provided. If there are errors, however, the preflight system 101 *identifies them but does not correct them*. This is made clear in Schorr's Detailed Description (the passage cited by the Examiner was taken from the Summary of the Invention section), which states:

After the inspector or inspectors 109A have finished scanning through a print file, and the analyzer 111 has stored all of the relevant error messages in memory, the interface 105 may take several different courses of action, depending upon the embodiment of the invention. For example, the analyzer 111 may post the list of error messages to a Web page that can be accessed by the print buyer 119. *If there print file contains no errors, then the analyzer 111 may instead simply forward the print file to the print vendor 117 selected by the print buyer.*

Schorr, column 8, lines 6-15 (emphasis added).

In view of the foregoing, Applicant respectfully submits that independent claim 1 and its dependents are allowable over the Lavery/Schorr combination. Applicant further respectfully submits that independent claim 15 and its dependents are also allowable over Lavery/Schorr for similar reasons given that claim 15 comprises limitations that are similar to those discussed above.

B. Rejection of Claims 7 and 21

Claims 7 and 21 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Lavery* and *Schorr* in view of *Gorp, et al.* ("Gorp," U.S. Pub. No. 2004/0252319). Applicant respectfully traverses the rejection.

As identified above, Lavery and Schorr do not teach aspects of Applicant's claims. In that Gorp does not remedy the deficiencies of the Lavery and Schorr references, Applicant respectfully submits that claims 7 and 21 are allowable over the Lavery/Schorr/Gorp combination for at least the same reasons that claims 1 and 15 are allowable over Lavery/Schorr.

C. Rejection of Claims 8 and 22

Claims 8 and 22 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Laverty* and *Schorr* in view of *Tibbs, et al.* ("Tibbs," U.S. Pub. No. 2002/0010689). Applicant respectfully traverses the rejection.

As identified above, *Laverty* and *Schorr* do not teach aspects of Applicant's claims. In that *Tibbs* does not remedy the deficiencies of the *Laverty* and *Schorr* references, Applicant respectfully submits that claims 8 and 22 are allowable over the *Laverty/Schorr/Tibbs* combination for at least the same reasons that claims 1 and 15 are allowable over *Laverty/Schorr*.

D. Rejection of Claims 10 and 24

Claims 10 and 24 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Laverty* and *Schorr* in view of *Smith, et al.* ("Smith," U.S. Pat. No. 6,441,920). Applicant respectfully traverses the rejection.

As identified above, *Laverty* and *Schorr* do not teach aspects of Applicant's claims. In that *Smith* does not remedy the deficiencies of the *Laverty* and *Schorr* references, Applicant respectfully submits that claims 10 and 24 are allowable over the *Laverty/Schorr/Smith* combination for at least the same reasons that claims 1 and 15 are allowable over *Laverty/Schorr*.

E. Rejection of Claims 11 and 25

Claims 11 and 25 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Laverty* and *Schorr* in view of *Roztocil, et al.* ("Roztocil," U.S. Pub. No. 2001/0044868). Applicant respectfully traverses the rejection.

As identified above, *Laverty* and *Schorr* do not teach aspects of Applicant's claims. In that *Roztocil* does not remedy the deficiencies of the *Laverty* and *Schorr* references, Applicant respectfully submits that claims 11 and 25 are allowable over the *Laverty/Schorr/Roztocil* combination for at least the same reasons that claims 1 and 15 are allowable over *Laverty/Schorr*.

F. Rejection of Claims 12 and 26

Claims 12 and 26 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Laverty* and *Schorr* in view of *Mandel, et al.* ("Mandel," U.S. Pat. No. 5,599,009). Applicant respectfully traverses the rejection.

As identified above, *Laverty* and *Schorr* do not teach aspects of Applicant's claims. In that *Mandel* does not remedy the deficiencies of the *Laverty* and *Schorr* references, Applicant respectfully submits that claims 12 and 26 are allowable over the *Laverty/Schorr/Mandel* combination for at least the same reasons that claims 1 and 15 are allowable over *Laverty/Schorr*.

G. Rejection of Claims 13, 14, 27, and 28

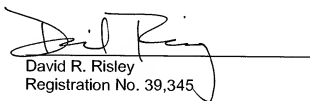
Claims 13, 14, 27, and 28 have been rejected under 35 U.S.C. § 103(a) as being unpatentable over *Lavery* and *Schorr* in view of *Stewart, et al.* ("Stewart," U.S. Pat. No. 6,714,964). Applicant respectfully traverses the rejection.

As identified above, *Lavery* and *Schorr* do not teach aspects of Applicant's claims. In that *Stewart* does not remedy the deficiencies of the *Lavery* and *Schorr* references, Applicant respectfully submits that claims 13, 14, 27, and 28 are allowable over the *Lavery/Schorr/Stewart* combination for at least the same reasons that claims 1 and 15 are allowable over *Lavery/Schorr*.

CONCLUSION

Applicant respectfully submits that Applicant's pending claims are in condition for allowance. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned attorney at (770) 933-9500.

Respectfully submitted,



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